

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Bogdan Radu Confirmation No.: 5384
Serial No.: 10/711,385
Group Art Unit: 2832
Examiner: Michael A. Friedhofer
Filed: September 15, 2004
Title: FLIP PACK SWITCH ASSEMBLY WITH ELECTROLUMINESCENT
LAMP AND INJECTION MOLDING METHOD OF MAKING SAME
Atty. Docket No.: MASL-58

Cincinnati, Ohio 45202

Date: March 29, 2006

Commissioner of Patents and Trademarks
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

DECLARATION

I, Earl J. LaFontaine, Acting Chief Intellectual Property Counsel, Lear Corporation, being duly cautioned and sworn, submit this Declaration in response to the Office Action dated December 23, 2005 as an official of Lear Corporation (21557 Telegraph Road, Southfield, Michigan 48034) empowered to act on behalf of Lear Corporation, and state:

That Lear Corporation is the owner of U.S. Patent No. 6,945,581, entitled "INTEGRAL LIGHTING FOR CONSOLES", filed December 8, 2003 ('581 patent), as supported by the Exhibit that includes a copy of a U.S. Patent and Trademark Office record of an assignment to Lear Corporation recorded at Reel 016744, Frame 0254;

That the sole inventor, Bogdan Radu, of the invention described and claimed in U.S. Patent Application No. 10/711,385, entitled "FLIP PACK SWITCH ASSEMBLY WITH

ELECTROLUMINESCENT LAMP AND INJECTION MOLDING METHOD OF MAKING SAME", and filed September 15, 2004 ('385 application), had an obligation to assign the invention described and claimed in the '385 application to Lear Corporation, as supported by the attached Exhibit that includes a copy of an "Employee Confidential Information and Intellectual Property Agreement" executed by Mr. Radu on October 17, 2001;

That the sole inventor of the invention described and claimed in the '385 application, Bogdan Radu, failed to execute a specific assignment of this application because Mr. Radu was an uncooperative, non-signing inventor for which a petition under 37 C.F.R. 1.47(b) was granted, and Mr. Radu refused to execute a specific assignment of this application when presented for execution;

That the sole inventor of the invention described and claimed in the '385 application, Bogdan Radu, was an employee of Lear Corporation from approximately October 2001 through July 7, 2004, during which time Mr. Radu invented the invention described and claimed in the '385 application;

That, for at least these reasons, Lear Corporation is the owner of the '385 application;

That, consequently, the '385 application and the '581 patent were, at the time the invention of the '385 application was made, commonly owned by Lear Corporation;

Therefore, in summary, the Declaration and attached Exhibit factually support that the '385 application and the '581 patent were, at the time the invention of the '385 application was made, commonly owned by Lear Corporation because an obligation existed for

Bogdan Radu, the sole inventor of the invention described and claimed in the '385 application, to assign the invention described and claimed in the '385 application to Lear Corporation.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

By Earl J. LaFontaine
Earl J. LaFontaine
Reg. No. 30,766

Date March 30, 2006



United States Patent and Trademark Office

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Patent Assignment Abstract of Title

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Total Assignments: 2

Patent #: 6945581 Issue Dt: 09/20/2005 Application #: 10730442 Filing Dt: 12/08/2003

Publication #: US20050121932 Pub Dt: 06/09/2005

Inventor: Eric A. Taylor

Title: INTEGRAL LIGHTING FOR CONSOLES

Assignment: 1

Reel/Frame: 016744/0254 Recorded: 09/07/2005 Pages: 5

Conveyance: DOCUMENT PREVIOUSLY RECORDED AT REEL 015577 FRAME 0793 CONTAINED ERRORS IN PATENT APPLICATION NUMBER 10/230442. DOCUMENT RERECORDED TO CORRECT ERRORS ON STATED REEL.

Assignor: TAYLOR, ERIC A.

Exec Dt: 11/24/2003

Assignee: LEAR CORPORATION

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Correspondent: GERALD E. MCGLYNN, III

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Assignment: 2

Reel/Frame: 015577/0793 Recorded: 07/19/2004 Pages: 3

Conveyance: ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).

Exec Dt: 07/09/2004

Assignor: TAYLOR, ERIC A.

Assignee: LEAR CORPORATION

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EMPLOYEE CONFIDENTIAL INFORMATION

AND

INTELLECTUAL PROPERTY AGREEMENT

In accord with company policy applicable to me and employees in comparable positions, and in consideration of my employment or continuation of employment by Lear Corporation, Manufacturing Operations Division, or any of its subsidiary or affiliated Companies (hereinafter for convenience referred to as "Lear"), I agree as follows:

All improvements, inventions, designs, and useful ideas conceived or made by me during my employment, or for three (3) years following my employment if based upon information I learned during my employment, which relate in any way to Lear's business shall be disclosed promptly in writing, drawing, or other tangible form to Lear and shall be its exclusive property. When requested, I agree to return to Lear all tangible embodiments therein together with all copies thereof and to execute applications, assignments, and other instruments to convey to Lear the exclusive right, title, and interest therein, and to render all other assistance which Lear deems necessary to make application for and obtain patents, trademarks or copyrights in the United States and other countries. This obligation shall continue beyond the term of my employment as to improvements, inventions, designs, and useful ideas conceived or made during the periods specified above.

I also agree that I will not, either during or after my employment, disclose or use any confidential or secret information pertaining to Lear's business, without permission of Lear in writing, nor otherwise engage in any activity detrimental to Lear's interests.

ACCEPTED _____
Lear Representative

SIGNED Reed Boyd
Employee

DATE _____

DATE 17 Oct 2001